

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Grant-In Aid Agreement for Child Dependency for Seminole County Florida

DEPARTMENT: Judicial **DIVISION:** Circuit Court

AUTHORIZED BY: Ron Serra **CONTACT:** Sue Block **EXT.** 4216

Agenda Date: 11/12/02 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to execute the following:

BACKGROUND:

The \$3.5 million dollar State Appropriation for child dependency was appropriated in the Justice Administrative Commission's (JAC) Grants and Donations Trust Fund for 2002-2003. The source of cash for this will be from Trust Funds from the Department of Children and Families (DCF). JAC will pay the Grantee for expenditures made by the County Government in an amount not to exceed \$46,282.26 for the period beginning July 1, 2002 and ending June 20, 2003.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No. <u>JUDICIAL-01</u>	



STATE OF FLORIDA
JUSTICE ADMINISTRATIVE COMMISSION

Post Office Box 1654
117 West College Avenue
Tallahassee, Florida 32302

COMMISSIONERS
State Attorney
Curtis A. Golden

Public Defender
Diamond R. Litty

State Attorney
Jerry Hill

Public Defender
Dennis Roberts

(850) 488-2415
SUNCOM 278-2415
FAX (850) 488-8944

E. Frank Farrell
Executive Director

October 24, 2002

Mr. Mark Van Bever
Court Administrator
Eighteenth Judicial Circuit
Moore Justice Center
2825 Judge Fran Jamieson Way
Viera, FL 33940-8006

Dear Mr. Van Bever:

The \$3.5 million dollar State Appropriation for child dependency was appropriated in the Justice Administrative Commission's (JAC) Grants and Donations Trust Fund for 2002-2003. The source of cash for this will be from Trust Funds from the Department of Children and Families (DCF).

It is necessary, to establish a Grant-in-Aid agreement with each county. The JAC will administer these funds as a Grant-In-Aid agreement. In order to improve turnaround time and provide more control at the circuit level, we are asking each Circuit Court Administrator to act as liaison between the JAC and your Chief Judge who will be the Grant Manager and, the Board of County Commissioners, who will be the Grantee for each county in your circuit.

Attached with this memo are the signed original Grant-In-Aid Agreements for each county in your circuit, please have these agreements signed by your Chief Judge and County Commission Chairman. Return the original to the JAC by 11/15/02 and, retain a copy for your records. If you are unable to meet the deadline, please mail, email, or fax Dee Ann Warren a letter indicating the date you will be sending the agreements. We understand that some county commissions meet only once a month.

Funds, which are due for the first quarter of fiscal year 2002-2003, cannot be disbursed until these signed agreements are in place and properly completed quarterly reports are received. Once we receive the contracts, they will be approved for compliance, and processed by our Accounting section. Turn around time for fund distribution is approximately two weeks.

If you need further information please contact Dee Ann Warren or me at (850) 488-2415 or Suncom 278-2415. The email address is decann_w@mail.jac.state.fl.us. The fax number is (850) 488-8944 or Suncom 278-8944.

Sincerely,

Roy L. Neel
Accounting Director

Attachments

The Justice Administrative Commission administratively serves the offices of State Attorneys, Public Defenders, and Capital Collateral Regional Counsels

**GRANT-IN-AID AGREEMENT FOR CHILD DEPENDENCY
for Seminole County, Florida**

This Agreement is made between the Justice Administrative Commission (the "JAC"), and the Seminole Board of County Commissioners (the "Grantee") on behalf of the Eighteenth Judicial Circuit (the "Circuit") as Grant Manager. The parties agree that:

- A. The JAC will pay the Grantee for expenditures made by the County Government in an amount not to exceed \$46,282.26 for the period beginning July 1, 2002 and ending June 30, 2003.
 1. Payments will be disbursed quarterly upon receipt of properly completed reports noted in B(1) below.
- B. The Grantee will use grant monies provided under this Agreement to assist in the payment of costs incurred for Dependency Counsel in accordance with 39.013 (11), F. S.
 1. The Grantee will submit quarterly Dependency Court Representation Reports to the JAC no later than the 25th of the next month following the end of the quarter.
 2. The Grantee will not use grant funds for lobbying the Florida Legislature, the judicial branch, or a state agency.
- C. The Grantee, as a "Recipient" of state funds, will comply with the Florida Single Audit Act, section 215.97, Florida Statutes, as follows:
 1. In the event that the Recipient expends a total amount of State awards equal to or in excess of \$300,000 in the Recipient's fiscal year, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes, and applicable rules of the Executive Office of the Governor, the Comptroller and the Auditor General. Applicable rules of the Executive Office of the Governor, the Auditor General, and Comptroller, and other information pertaining to the Florida Single Audit Act can be found at <http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>.
 2. The Catalog of State Financial Assistance (CSFA) establishes that state funds were awarded to the Recipient through the Justice Administrative Commission. The CSFA number for this grant is 21.001. Information from the CSFA can be found at <http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>.
 3. In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the Justice Administrative Commission, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
 4. The Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Florida Statutes, and the State Projects Compliance Supplement. The State

215.97(7), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement can be found at <http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>. Compliance includes submission of a reporting package as defined by section 215.97(2)(d), Florida Statutes.

5. If the Recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97 is not required. Audit costs may not be charged to state projects when the Recipient expends less than \$300,000 in State awards.
 6. Unless prohibited by law, the cost of an audit required by section 215.97 is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Recipient as a result of the audit requirements of section 215.97 in relation to other audit requirements. The Recipient should allocate the incremental costs to all state projects for which it expended state financial assistance.
 7. The Recipient shall submit copies of reporting packages required by section 215.97 to each of the following:
 - a. The Justice Administrative Commission at the following address:
Attn: Roy Neel, Accounting Director
P.O. Box 1654
Tallahassee, FL 32302
 - b. The Auditor General at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450
 8. The Recipient shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of 4 years from the date the audit report is issued, and shall allow the JAC access to such records upon request. The Recipient shall ensure that audit working papers are made available to the JAC upon request for a period of 4 years from the date the audit report is issued, unless extended in writing by the JAC.
 9. Pursuant to section 215.97, the JAC, the Auditor General and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Recipient under this Agreement.
- D. This Agreement is subject to the following terms and conditions:
1. The JAC's obligation to pay the Grantee is contingent upon the availability of state

funds lawfully appropriated for the purposes stated in Paragraphs A & B.

2. The Grantee will maintain all records made or received in conjunction with this Agreement in accordance with Rule 2.051, Florida Rules of Judicial Administration.
3. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Grantee and Grant Manager will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
4. If, in the judgment of the JAC, the Grantee for any reason fails to comply with the terms of this Agreement, the JAC will have the right to terminate the Agreement on 30 days written notice by certified mail. In the event of termination, the Grantee will return to the JAC all grant funds, except those expended in compliance with this Agreement, for reversion to the Grants and Donations Trust Fund unallocated.

This Agreement constitutes the entire understanding of the parties. All modifications to the Agreement must be in writing. This Agreement is effective on the date of execution and will terminate on June 30, 2003.

STATE OF FLORIDA
JUSTICE ADMINISTRATIVE COMMISSION

GRANTEE
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

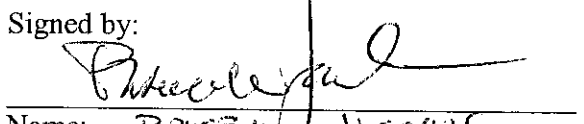
Signed by: 

Signed by: _____

Name: E. Frank Farrell
Title: Executive Director
Justice Administrative Commission
Date: 10-17-02

Name: _____
Title: _____
Date: _____

GRANT MANAGER
EIGHTEENTH JUDICIAL CIRCUIT

Signed by: 
Name: BRUCE W. JACOBS
Title: Chief Judge, Eighteenth Judicial Circuit
Date: 10/31/02

DEPENDENCY COURT REPRESENTATION REPORT
Court Appointed Counsel for Indigent Parents
Fiscal Year _____

_____ CIRCUIT

REPORTING FOR DEPENDENCY COURT DATA FOR
QUARTER ENDING _____, _____

COUNTY	TOTAL DEPENDENCY PETITIONS FILED	NUMBER ACCEPTED AS INDIGENT	CONTRACT ATTORNEY FEES

Please remit the completed form to: Justice Administration Commission
Attention: Accounting Director
Post Office Box 1654
Tallahassee, Florida 32302

I certify that the above information presented in this report is true and correct. The case data reflects the appointment of counsel in dependency actions from the initiation of filing shelter petitions. It does not include cases where termination of parental rights (TPR) has been initiated.

Typed Name: Court Administrator _____

Telephone Number _____

Signature: Court Administrator _____

Date _____

Person Completing Form/Title _____

Date _____

INSTRUCTIONS FOR COMPLETION OF DEPENDENCY COURT REPRESENTATION REPORT

This form is to be used to report to the Justice Administrative Commission, expenditures on expenses and costs of court appointed counsel representing indigent parents at shelter hearings, 39.013 F.S.

- 1.) FISCAL YEAR
 - a. Fiscal Year of expenditures being reported.
- 2.) CIRCUIT
 - a. Judicial Circuit Number of expenditures being reported.
- 3.) MONTH AND YEAR
 - a. Month and Year of quarter being reported.
- 4.) COUNTY
 - a. County reporting
- 5.) TOTAL DEPENDENCY PETITIONS FILED
 - a. Total dependency petitions filed during reporting period.
- 6.) NUMBER ACCEPTED AS INDIGENT
 - a. Number eligible for court appointed counsel.
- 7.) CONTRACT ATTORNEY FEES
 - a. Total contract Attorney fees expended for Indigent Representation during this reporting period.
- 8.) TYPED NAME: COURT ADMINISTRATOR
 - a. Typed name of Court Administrator and Telephone Number.
- 9.) SIGNATURE: COURT ADMINISTRATOR
 - a. Signed name of Court Administrator and Date.
10. PERSON COMPLETING FORM/TITLE
 - a. Name and Title of person completing form and Date.